

Panaji, 18th April, 1985 (Chaitra 28, 1907)

SERIES II No. 3



OFFICIAL GAZETTE

GOVERNMENT OF GOA, DAMAN AND DIU

GOVERNMENT OF GOA, DAMAN AND DIU

Department of Personnel and Administrative Reforms
General Administration and Co-ordination Division

Notification

No. 4/1/84-GA&C

Read: Notification No. 4/1/84-SA&C dated 19-9-1984.

In exercise of the powers delegated to him under the explanation to Section 25 of the Negotiable Instruments Act 1881 (26 of 1881) by the Government of India, Ministry of Home Affairs vide Notification No. 4-11030/2/2/73-UTL dated 28-6-1973 the Administrator of Goa, Daman and Diu is pleased to declare 7th March, 1985 as Holiday to the establishment of Goa Sadan, New Delhi of this Administration on account of Holi, instead of 6th March, 1985, declared earlier.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. G. Kambli, Under Secretary (G. A.),

Panaji, 10th April, 1985.

Education Department

Order

No. 14-15-79-Edu-Vol. II

Shri R. V. Bhat, Deputy Educational Officer, North Zone, Mapusa is hereby promoted purely on temporary and adhoc basis with immediate effect to the post of Assistant Director of Education in the Directorate of Education in the pay scale of Rs. 1200-1600 against the post of Asstt. Director fallen vacant due to retirement of Shri R. Y. Lawande.

The appointment is purely on adhoc basis and will not bestow on him any claim for regular appointment and the services rendered on adhoc basis in the grade will not be counted for the purpose of seniority in the grade and for eligibility for promotion to the next higher grade.

On his promotion to the post of Assistant Director of Education, Shri R. V. Bhat is posted as Secretary to the Secondary and Higher Secondary Board of Education vice Shri V. D. Naik, Secretary to Secondary and Higher Secondary Board of Education is repatriated to the Directorate of Education as Asstt. Director of Education.

Shri J. S. Nayak, Deputy Educational officer, North Zone, Mapusa, shall hold the charge of the post of Deputy Educational Officer vacated by Shri R. V. Bhat in addition to his own duties until further orders.

By order and in the name of the Administrator of Goa, Daman and Diu.

D. N. Accawade, Under Secretary (Education).

Panaji, 3rd April, 1985.

Order

No. 9-19-78-WET/2554

Read: Govt. Order No. 9-19-78-WET dated 18-2-1981 regarding appointment of Shri Manohar Laxman Dicholkar as Research Assistant in the Directorate of Archives, Archaeology and Museum, Panaji.

On the recommendation of the Departmental Promotion Committee and with the approval of Union Public Service Commission, the Administrator of Goa, Daman and Diu is pleased to confirm Shri Manohar Laxman Dicholkar, Research Assistant, Group 'B' Officer in the Directorate of Archives, Archaeology and Museum, Panaji with effect from 6th April, 1985 against the permanent post of Research Assistant in the pay scale of Rs. 550-900.

By order and in the name of the Administrator of Goa, Daman and Diu.

D. N. Accawade, Under Secretary (Education).

Panaji, 6th April, 1985.

Forest and Agriculture Department

Office of the Registrar of Coop. Societies

Notification

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, the Cuscex Coop. Housing Society Ltd., Marmagao is registered under the code symbol No. HSG-(b)-154/Goa.

L. T. de Menezes, Dy. Registrar of Coop. Societies.

Panaji, 30th January, 1985.

Certificate of Registration

The Cuscex Coop. Housing Society Ltd., Marmagao, has been registered on 30/1/1985 and it bears registration No. HSG-(b)-154/Goa and it is classified as "Housing Society" under sub-classification 5(b)-Tenant Co-partnership Housing Society in terms of Rule 9 of the Coop. Societies Rules-1962 as applied to this Union Territory of Goa, Daman and Diu.

L. T. de Menezes, Dy. Registrar of Coop. Societies.

Panaji, 30th January, 1985.

Notification

In exercise of the powers vested in me under Section 9 (1) of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu Nava Vikas Coop. Housing Society Ltd., Colvale Bardez Goa is registered under code symbol No. HSG-(a)-155/Goa.

L. T. de Menezes, Dy. Registrar of Coop. Societies.

Panaji, 31st January, 1985.

Certificate of Registration

Nava Vikas Coop. Housing Society Ltd., Colvale Bardez Goa has been registered on 31/1/1985 and it bears Registration No. HSG-(a)-155/Goa and it is classified as a "Housing Society" under Sub-Classification No. "5 (a) Tenant Ownership Housing Society" in terms of Rule 9 of the Coop. Societies Rules 1962 as applied to this Union Territory of Goa, Daman and Diu.

L. T. de Menezes, Dy. Registrar of Coop. Societies.

Panaji, 31st January, 1985.

Office of the Assistant Registrar of Coop. Societies

No. 16-29-83/AR (Dairy)LQD

- Read: - 1. Order No. 2-5-67-Dairy/Maye/ARNZ/81 dated 29-7-81 appointing Shri R. A. Pednekar, Jr. Inspector, Coop. Societies, North Zone, as a liquidator of Maye Vaiguini Sahakari Dudh Vya. Sanstha Ltd., Vaiguinim-Bicholim.
2. This office order No. 6-7-82/AR (Dairy)/NZ/LQD/82 dated 2-11-82 appointing Shri P. L. Naik, Jr. Inspector, Coop. Societies (Dairy) Ponda, as a liquidator of Maye Vaiguinim Bicholim in place of Shri R. A. Pednekar, Jr. Inspector, Coop. Societies, North Zone.
3. This office order No. 16-29-83/AR (Dairy) dated 23rd May, 1984, appointing Shri P. M. Naik, Sr. Inspector, Coop. Societies (Dairy) Ponda, as a liquidator of Maye Vaiguinim Sahakari Dudh Vya. Sanstha Ltd., Vaiguinim Bicholim in place of Shri P. L. Naik, the then Jr. Inspector, Coop. Societies (Dairy) Ponda.
4. Letter No. Nil dated 15th December, 1984 from the liquidator of the aforesaid society, submitting therewith the final report in respect of the liquidation proceeding of the aforesaid society in terms of section 109(2) of the Maharashtra State Coop. Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu.

Order

By virtue of the powers vested in me under provision of section 109(2) Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, I, A. V. Chikkodi, Asstt. Registrar, Coop. Societies (Dairy) Ponda hereby terminate the liquidation proceedings of Maye Vaiguinim Sahakari Dudh Vya. Sanstha Ltd., Vaiguinim-Bicholim with effect from the date of issue of this order.

Further, in terms of the provisions of section 21 of the aforesaid Act the registration bearing No. PRD-(c)-55/Goa dated 16-3-1967 of the Maye Vaiguini Sah. Dudh Vya. Sanstha Ltd., Vaiguinim-Bicholim is hereby cancelled.

A. V. Chikkodi, Asstt. Registrar, Coop. Societies (Dairy).

Ponda, 26th March, 1985.

Public Works and Urban Development Department

Notification

No. 3-50-83-LAWD(Part I)

In exercise of the powers conferred by sub-section (3) of section 300 read with section 302 of the Goa, Daman and Diu Municipalities Act, 1968 (Act 7 of 1969), the Government of Goa, Daman and Diu hereby amends the Government order No. 3-50-83-LAWD-(Part I), dated the 5th February, 1985 published in the Official Gazette, Sr. II, No. 44 dated the 5th February, 1985 (hereinafter referred to as "the said order") as follows, namely:—

In the said order, in the third paragraph, for the figures and words "26th May, 1985", the figures and words "18th May, 1985" shall be substituted.

By order and in the name of the Administrator of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (FW&UD).

Panaji, 8th April, 1985.

Notification

No. 3-50-83-LAWD(Part I)

In exercise of the powers conferred by sub-section (3) of section 300 read with section 302 of the Goa, Daman and Diu Municipalities Act, 1968 (Act 7 of 1969), the Government of Goa, Daman and Diu hereby amends the Government Notification No. 3-50-83-LAWD(Part I), dated 4-12-1984, published in the Official Gazette, Sr. II, No. 35 dated the 4th December, 1984 (hereinafter referred to as "the said Notification") as follows, namely:—

In the said Notification, in third paragraph, for the figures and words "28th February, 1985", the figures and words "18th May, 1985" shall be substituted.

By order and in the name of the Administrator of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (PW&UD).

Panaji, 9th April, 1985.

Notification

No. 3-50-83-LAWD(Part I)

In exercise of the powers conferred by sub-section (3) of section 300 read with section 302 of the Goa, Daman and Diu Municipalities Act, 1968 (Act 7 of 1969), the Government of Goa, Daman and Diu hereby amends the Government Notification No. 3-50-83-LAWD(Part I), dated 5-10-1984, published in the Official Gazette, Sr. II, No. 27 dated the 5th October, 1984 (hereinafter referred to as "the said Notification") as follows, namely:—

In the said Notification, in third paragraph, for the figures and words "28th February, 1985", the figures and words "18th May, 1985" shall be substituted.

By order and in the name of the Administrator of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (PW&UD).

Panaji, 9th April, 1985.

Power Supply and Welfare Department

Notification

No. 6-11-78-LSG (Vol. I)

In exercise of the powers conferred by section 56 of the Children Act, 1960 (Act 60 of 1960), the Administrator of Goa, Daman and Diu hereby directs that the powers exercisable by him under section 45, 46 and 47 of the said Act, shall be exercisable also by the Secretary (Social Welfare) Government of Goa, Daman and Diu, Panaji, with immediate effect.

By order and in the name of the Administrator of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (PW & UD).

Panaji, 3rd April, 1985.

Science, Technology and Environment Department

Notification

No. 1-32-83-STE

Read: Notification No. 1-32-83-STE dated 17-11-1983 and 13-3-1984 regarding constitution of "Goa, Daman and Diu Council for Science and Technology".

Government is pleased to nominate Dr. L. U. Joshi Director, Department of Ocean Development, Government of India, New Delhi as a member of Goa, Daman and Diu Council for Science and Technology.

By order and in the name of the Administrator of Goa, Daman and Diu.

P. R. Joshi, Under Secretary (STE).

Panaji, 4th April, 1985.

Revenue Department

Notification

No. 22/28/83-RD

Whereas by Government Notification No. 22/28/83-RD dated 5-3-1983 published on page 687-690 of Series II, No. 51 of the Official Gazette dated 17-3-83 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. Land Acquisition for laying Additional conveying main for supplying water to Panaji city at Calapur Tiswadi.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering the report made under sub-section (2) of Section 5A of the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, PWD (Cell) Altinho Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Land Acquisition Officer PWD (Cell) Altinho Panaji till the award is made under Section 11.

SCHEDULE
(Description of the said land)

Taluka	Village	Survey	Sub-Div.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6
Tiswadi	Calapur	512	1(part)	Shrikant Bhosale.	96.00
			2(part)	Shrikant Bhosale.	220.00
		513	1(part)	Comunidade of Calapur.	530.00
				Pascoal Gregorio Dias.	
			2(part)	Comunidade of Calapur.	55.00
				Alberto Correia.	
		514	1(part)	Comunidade of Calapur.	15.00
			2(part)	Comunidade of Calapur.	512.00
		520 part		Assel Braganza.	
				Agostinho Oliveira.	40.00
		521		Nala.	7.00
			2(part)	Comunidade of Calapur.	70.00
				Rosalina Esteves.	
			3(part)	Comunidade of Calapur.	70.00
			4(part)	Comunidade of Calapur.	137.00
				Visono Maria Barkar.	
			5(part)	Comunidade of Calapur.	80.00
				Alberto Correia.	
			6(part)	Comunidade of Calapur.	87.00
				Rosalina Esteves.	
			7(part)	Comunidade of Calapur.	75.00
				Delfina Braganza.	
		526	17(part)	Comunidade of Calapur.	10.00
			1(part)	Comunidade of Calapur.	265.00
				Vicente Batista Dias.	
			6(part)	Francis Paul Fenceca.	11.00
		527	1(part)	Francis Paul Fenceca.	36.00
				Jose C. R. Pereira.	
			2(part)	Francis Paul Fenceca.	38.00
				Tolentino de Araujo.	
			3(part)	Antonio Pinto.	25.00
				Antonio Maria Rodrigues.	
			4(part)	Jose Pinto.	25.00
				Antonio Rodrigues.	
			5(part)	Pundalika Naik.	16.00
				Conceicao Braganza.	
			6(part)	Francisco Paulo.	17.00
				Olivio Raposo.	
			7(part)	Antonio Pinto.	33.00
				Antonio Mary Rodrigues.	
		528	8(part)	Teofilo Pinto.	24.00
			11(part)	Pundalik Naik.	20.00
				Conceicao Braganza.	
			10(part)	Francisco Paulo.	25.00
				Geniciss Araus.	
			9(part)	Francisco Paulo.	31.00
				Jose C. B. Pereira.	
			8(part)	Francisco Paulo.	42.00
				Genicis Araus.	
			7(part)	Francisco Paulo.	20.00
				Olivio Raposo.	
			6(part)	Francisco Paulo.	20.00
				Jose Manuel Raposo.	
			5(part)	Antonio Pinto.	37.00
				Antonio Maria Rodrigues.	
			4(part)	Teofilo Pinto.	37.00
			3(part)	Ramnath Pai.	48.00
				Conceicao Braganza.	

1	2	3	4	5	6
Tiswadi	Calapur	528	2(part)	Teofilo Pinto.	46.00
			1(part)	Antonio Pinto.	45.00
		530	1(part)	Antonio Maria Rodrigues.	
				Comunidade of Calapur.	81.00
			5(part)	Lurdian Dias.	
				Comunidade of Calapur.	3.00
				Lurdian Dias.	
			2(part)	Comunidade of Calapur.	46.00
				Susana Ferrao.	
			4(part)	Comunidade of Calapur.	16.00
				Susana Ferrao.	
			13(part)	Andre Francisco Xavier.	70.00
				Romeo Fernandes.	
			3(part)	Comunidade of Calapur.	33.00
				Lurdian Dias.	
			12(part)	Comunidade of Calapur.	290.00
				Pedro Barreto.	
		424	1(part)	Comunidade of Calapur.	50.00
			2(part)	Comunidade of Calapur.	28.00
				Olimpio Pereira.	
			3(part)	Comunidade of Calapur.	13.00
				Maria Felicidade Dias.	
			4(part)	Comunidade of Calapur.	2.00
				Sebastiao Juliao.	
			21(part)	Comunidade of Calapur.	22.00
				Inacio Caetano Yode.	
		423	1(part)	Comunidade of Calapur.	56.00
				Joao Carlos Dias.	
			2(part)	Comunidade of Calapur.	50.00
				Maria Felicidade Lawrence Araujo.	
			3(part)	Comunidade of Calapur.	44.00
				Andre Fernandes.	
			4(part)	Comunidade of Calapur.	50.00
				Joao Carlos Dias.	
			5(part)	Comunidade of Calapur.	25.00
				Maria Felicidade Lawrence e Araujo.	
			6(part)	Comunidade of Calapur.	35.00
				Andre Fernandes.	
			7(part)	Comunidade of Calapur.	32.00
				Joao Carlos Dias.	
			8(part)	Comunidade of Calapur.	25.00
				Maria Felicidade Lawrence e Araujo.	
			9(part)	Comunidade of Calapur.	31.00
				Andre Fernandes.	
			10(part)	Comunidade of Calapur.	45.00
				Joao Carlos Dias.	
			11(part)	Comunidade of Calapur.	38.00
				Maria Felicidade Lawrence e Araujo.	
			12(part)	Comunidade of Calapur.	45.00
				Andre Fernandes.	
			13(part)	Comunidade of Calapur.	80.00
				Joao Carlos Dias.	
			14(part)	Comunidade of Calapur.	100.00
				Maria Piedade Arauz.	
		575	6(part)	Church of St. Cruz.	257.00
		586(part)		Pundalica Purshottam Sinai Kenkre.	790.00
				Chittaranjan Kenkre.	
		586	7(part)	Sitaram V. P. Nachinolkar.	525.00
				Gopal P. Nachinolkar.	
				Ramnath V. P. Nachinolkar.	
		422	3(part)	Piedade Graciana Ferrao.	4.00
Boundaries:					
North: Road, S. No. 575/6, 586 and 7.					
South: S. No. 512/1, 2, 513/1, 2, S. No. 514/1,					
2, 520/1 to 7, 17, 18, S. No. 526/1, 6, 527/1					
to 8, S. No. 528/1, 6, 527/1 to 8, S. No.					
528/1 to 11, 530/1 to 5, 530/12, 13, S. No. 524/					
/1 to 4, 21, S. No. 523/1 to 14, 15, 423/3,					
road, S. No. 586 & S. No. 7.					
East: S. No. 513/1, S. No. 586, Village Murda,					
S. No. 422/3, road.					
West: Road, S. No. 506 water creek.					
Total					5751.00

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (Revenue).

Panaji, 8th February, 1985.

Notification

No. 22/128/82-RD

Whereas by Government Notification No. 22/128/82-RD dated 17-11-1982 published on pages 465-467 of Series II, No. 35 of the Official Gazette dated 25-11-1982 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. for setting up an Ancillary Industrial Estate at Tuem, Pernem.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering the report made under sub-section (2) of Section 5A of the

said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Dy. Collector (L.A.O.) Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said the Dy. Collector (L.A.O.) Panaji till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka	Village	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6
Pernem	Tuem	52	1 (part)	H: Gopal Sagun Naik. Tukaram B. Harmalkar.	250.00
		52	2 (part)	H: Yeshwant Sakharam Naik. T: Tukaram B. Harmalkar.	340.00
		52	3 (part)	H: Yeshwant S. Naik. Rama Nilu Naik. Pandurang S. Paloji. Bhagwant R. Naik. T: Tukaram B. Harmalkar.	485.00
		52	4 (part)	H: Sadu Baghoba Naik. T: Tukaram B. Harmalkar.	750.00
		52	5 (part)	H: Yeshwant V. Naik. Arjun S. Naik. Apa Shankar Naik. Babu Saji Naik. Krishna B. Naik.	750.00
		52	7 (part)	H: Nakul Hari Naik. Hari Bhanu Naik. Surya Rama Naik. T: Tukaram B. Harmalkar.	1590.00
		52	8 (part)	H: Rajaram Raghu Naik. Vassu G. Naik. Namdev S. Naik. Shriram S. Naik. Vithu S. Naik. T: Vithu S. Naik.	1925.00
		52	9 (part)	H: Keshav B. Naik. Vasant A. Naik. Gopi K. Naik. Ankush Ladu Naik. T: Tukaram B. Harmalkar.	4730.00
		52	10 (part)	H: Gopal Rama Pednekar. Satu N. Naik. Gajanan Shankar Naik. Gangaram A. Naik. T: Tukaram B. Harmalkar.	5480.00
		52	11 (part)	H: Gangaram A. Naik. Gajaram S. Naik. Satu Narayan Naik. Popat R. Pednekar. T: Tukaram B. Harmalkar.	3520.00
		52	12 (part)	H: Ankush Ladu Naik. Gopi K. Naik. Vasant A. Naik. Keshav B. Naik. T: Tukaram B. Harmalkar.	3585.00
		52	13 (part)	H: Vithu Sajo Naik. Shriram S. Naik. Namdev S. Naik. Govind A. Naik. Vasu R. Naik. Rajaram R. Naik. T: Tukaram B. Harmalkar.	2700.00
		52	14 (part)	H: Sagun B. Harmalkar. Tukaram B. Harmalkar. Bhagvan Bhikaji Harmalkar. T: Tukaram B. Harmalkar.	2070.00
		52	15 (part)	H: Surya R. Naik. Hari N. Naik. Nakul N. Naik. T: Tukaram B. Harmalkar.	3070.00

1	2	3	4	5	6
Pernem	Tuem	52	16	H: Sagun B. Harmalkar. Takaram B. Harmalkar. Bhagwan B. Harmalkar. T: Tukaram B. Harmalkar.	4710.00
		52	17	H: Gopal Sagun Naik. T: Tukaram B. Harmalkar.	2260.00
		52	18	H: Yeshwant S. Naik. T: Tukaram B. Harmalkar.	1925.00
		52	19	H: Yeshwant S. Naik. Manguesh K. Dangi. Nakul M. Naik. Rama N. Naik. T: Tukaram B. Harmalkar.	1775.00
		52	20	H: Sadu Raghoba Naik. T: Tukaram B. Harmalkar.	1300.00
		52	21	H: Yeshwant Vasu Naik. Arjun B. Naik. Apa Shankar Naik. Babu B. Naik. Krishna B. Naik. T: Tukaram B. Harmalkar.	2025.00
		52	22	H: Gangaram A. Naik. Gajanan S. Naik. Satu N. Naik. Popat Rama Pednekar. T: Tukaram B. Harmalkar.	2250.00
		52	23	H: Ankush L. Naik. Gopi K. Naik. Keshav Babji Naik. T: Tukaram B. Harmalkar.	1645.00
		52	24	H: Keshav Babaji Naik. T: Tukaram B. Harmalkar.	930.00
		52	25	H: Vithu S. Naik. Shriram S. Naik. Namdev Sitaram Naik. Govind A. Naik. Vasu R. Naik. T: Tukaram B. Harmalkar.	3625.00
		52	26	H: Nakul Hari Naik. Hari N. Naik. Surya N. Naik. Bhada Hari Naik. T: Tukaram B. Harmalkar.	8490.00
		53 (part)		H: Government. T: Chandrakant G. Nagvenkar.	36890.00
		63 (part)		H: Government. L: Mukund Fati Naik. Yeshwant Fati Naik. Satyavan Fati Naik. Radhabai Fati Naik.	33100.00
		48 (part)		H: Government. T: Namdev S. Harmalkar. Cow Shed 'A'. House 'B'.	11715.00 16775.00 19.00 19.00
				<i>Boundaries:</i> North: Road, S. No. 48/0, 47/0. South: S. No. 66, Road. East: Survey No. 54/23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, & Road. West: S. No. 49/0, and S. No. 52/1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15.	
				Total	162418.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

P. S. Nadkarni, Under Secretary (Revenue).

Panaaji, 2nd March, 1985.

Notification

No. 22/72/83-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. for widening and improvement of Santana-Talaulim road.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Land Acquisition Officer, P.W.D. (Cell) Altinho, Panaji to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following

officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Land Acquisition Officer, P.W.D. (Cell) Altinho, Panaji.
3. The Executive Engineer Roads & Bridges, North II P.W.D., Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Land Acquisition Officer, P.W.D. (Cell) Altinho, Panaji for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka	Village	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6
Tiswadi	Talaullim Santana	1	1 (part)	H: Church of Talaullim.	75.00
		88	17 (part)	H: Church of Santana.	50.00
			15 (part)	H: Heirs of Francisco Constancio de Athaide.	100.00
			16 (part)	H: Maria Angelia Fernandes.	40.00
			10 (part)	H: Filip Joao Rodrigues.	10.00
				Esperanca Pereira.	
				Maria Concesao Siqueira.	
			11 (part)	H: Comunidade of Santana.	100.00
				T: Filip Joao Rodrigues.	
		87	2 (part)	H: Pachao Rodrigues.	10.00
				T: Jose Costa Fernandes.	
			5 (part)	H: Pachao Rodrigues.	12.00
			6 (part)	H: Comunidade of Santana.	10.00
		14	1 (part)	H: Reis Magos Gonsalves.	100.00
				T: Savlo Saldanha.	
			2 (part)	H: Vishnu Gopal Naik.	120.00
		86	2 (part)	H: Reis Magos Gonsalves.	120.00
				T: Savlo Saldanha.	
			10 (part)	H: Pachao Rodrigues.	55.00
		15	1 (part)	H: Sadashiv Ramchandra Vaglo.	4.00
			2 (part)	H: Comunidade of Talaullim.	70.00
				T: Joao Rosario Saldanha.	
			5 (part)	H: Comunidade of Talaullim.	10.00
				T: Joao Fernandes.	
		85	1 (part)	H: Church of Santana Talaullim.	25.00
				T: Salvador Saldanha.	
			2 (part)	H: Reis Magos Gonsalves.	25.00
				Cristalina Rodrigues.	
				T: Salvador Saldanha.	
		49	4 (part)	H: Costancio Rodrigues.	15.00
			1 (part)	H: Comunidade of Talaullim.	30.00
				T: Ramnath Vernekar.	
		83	1 (part)	H: Epitacio Paes.	175.00
			2 (part)	H: Balram Saldanha.	12.00
			3 (part)	H: Tukaram Saldanha.	25.00
			4 (part)	H: Yemuna Saldanha.	8.00
			5 (part)	H: Anton Saldanha.	8.00
			6 (part)	H: Salvador Saldanha.	8.00
			7 (part)	H: Vincent Saldanha.	8.00
			8 (part)	H: Parshuram Kankonkar.	10.00
			9 (part)	H: Nicolau Saldanha.	10.00
		84	9 (part)	H: Comunidade of Santana.	25.00
				T: Babul Tuvenkar.	
			1 (part)	H: Comunidade of Santana.	50.00
		82	5 (part)	H: Maria Antona Saldanha.	5.00
				Salvador Saldanha.	
			6 (part)	H: Salvador Saldanha.	60.00
				Rama Saldanha.	
				Camilo Saldanha.	
				Gopal Saldanha.	
				Uttam Saldanha.	
				Bostiao Saldanha.	
				Krishna Saldanha.	
				Nicolau Saldanha.	
				Bostiao Nicolau Saldanha.	
				Nagush Saldanha.	
				Shantram Saldanha.	
				Pundalik Saldanha.	
		81	13 (part)	H: Protacio M. Soares.	100.00
		80	5 (part)	H: Vassudev Nichinodkar.	125.00
		110	11 (part)	H: Comunidade of Santana.	75.00
				T: Joao Manuel Saldanha.	
			12 (part)	H: Comunidade of Santana.	25.00
				T: Mariano Mahadeo Kankonkar.	
			13 (part)	H: Comunidade of Santana.	125.00
				T: Bhagwant Ramnath Fatarpekar.	

1	2	3	4	5	6
Tiswadi	Talaulim Santana	110	14 (part) 15 (part)	H: Comunidade of Santana. H: Comunidade of Santana. T: Mukund Satu Gawade. Atmaram Rama Fatarpekar. Bhagwant Ramnath Fatarpekar.	20.00 100.00
		40	1 (part)	H: Domnic Rodrigues.	250.00
		51	9 (part) 10 (part)	H: Heirs of Francisco Costancio de Ataide. H: Maria A. Gonsalves. Gopal Nalk.	10.00 30.00
			11 (part) 12 (part)	H: Maria A. Gonsalves. H: Heirs of Francisco Constancio de Ataide.	30.00 450.00
		39	1 (part) 6 (part) 7 (part)	H: Joao Francisco Rodrigues. H: Vitorino Rodrigues. H: Virgina Rodrigues.	50.00 37.00 25.00
			8 (part)	H: Maria Angella Rodrigues.	50.00
		38	1 (part) 10 (part)	H: Mukund Sattu Gaude. H: Bhagwanth Ramnath Fatarpekar. Atmaram Ramnath Fatarpekar.	20.00 50.00
			8 (part)	H: Bamesio Rodrigues. T: Thomas Luis Fernandes.	25.00
			20 (part)	H: Domingo Cardozo.	25.00
		53	12 (part) 13 (part)	H: Caitaninho Ignacio Fernandes. H: Domingo Diago Rodrigues.	30.00 50.00
		54	1 (part)	H: Heirs of Francisco Costancio de Ataide.	475.00
		58	1 (part)	H: Heirs of Francisco Constancio de Ataide. T: Saraswati Pereira.	125.00
		65 (part)	—	H: A. J. Pereira.	120.00
		59	5 (part) 6 (part)	H: Betalbai Jivottam Shirodkar. H: A. J. Pereira.	50.00 75.00
			4 (part)	H: A. J. Pereira.	30.00
		63	4 (part)	H: A. J. Pereira. T: Shablo Verlenkar.	40.00
			7 (part)	H: A. J. Pereira.	30.00
			5 (part)	H: Betalbai Jivottam Shirodkar.	80.00
			6 (part)	H: A. J. Pereira.	150.00
			1 (part)	H: Betalbai Jivottam Shirodkar.	40.00
		62	8 (part) 5 (part)	H: Sebastiao Rodrigues. H: Filomena Valadares. T: Vassu Kuttikar.	50.00 50.00
			4 (part)	H: Felicidade Dias.	50.00
		115	5 (part)	H: Betalbai Jivottam Shirodkar. T: Sitaram Saldanha.	125.00
			6 (part)	H: Betalbai Jivottam Shirodkar. T: Sitaram Saldanha. Biju Tanu Gawas.	50.00
			7 (part)	H: Betalbai Jivottam Shirodkar. T: Gopal Saldanha.	60.00
			8 (part)	H: Betalbai Jivottam Shirodkar. T: Balaram Saldanha.	30.00
			9 (part)	H: Betalbai Jivottam Shirodkar. T: Esmu Saldanha.	25.00
			10 (part)	H: Betalbai Jivottam Shirodkar. T: Venu Saldanha.	40.00
			12 (part)	H: Comunidade of Santana.	20.00
			11 (part)	H: Betalbai Jivottam Shirodkar.	50.00
Boundaries:					
North: Survey No. 1/1, S. No. 85/11, 10, 15, 16, S. No. 115/5, 6, 7, 8, 9, 10, S. No. 62/8, 5, 4, S. No. 63, 4, 7, 5, 6, S. No. 65, S. No. 54, S. No. 53/13, 12, 11, S. No. 51/12, S. No. 87/2, 5, 6, S. No. 25/4, S. No. 83/1, 2, 3, 4, 5, 6, 7, 8, 9, S. No. 110/9 & road.					
South: Survey No. 83/17, S. No. 38/8, 10, 20, S. No. 58/1, S. No. 59/5, 6, S. No. 14/1, 2, S. No. 49/1, S. No. 84/9, S. No. 81/13 & road.					
East: Survey No. 1/1, S. No. 39/1, 6, 7, 8, S. No. 38/1, 8, 10, 20, S. No. 14/1, S. No. 15/1, 2, 5, S. No. 84/2, S. No. 82/6, 13, S. No. 110/11, 12, 13, 14, 15, S. No. 40/1, and road.					
West: Road, Survey No. 88/15, 16, 10, 11, S. No. 51, S. No. 53/12, 13, S. No. 54, S. No. 65, S. No. 64/6, S. No. 63/7, 4, S. No. 86/2, 10, S. No. 85/1, 2, 4, S. No. 84/1, 2, 3, 4, 5, 6, 7, 8, 9, S. No. 80/5, S. No. 51/9, 10, 11, 12.					
Total					4839.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 23rd February, 1985.

Notification

No. 22/3/84-RD

Whereas by Government Notification No. 22/3/84-RD dated 16-2-84 published on pages 643-647 of Series II No. 49 of the Official Gazette dated 8-3-84 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. for improvement and B/T of road from Margao Colva to Keni's Rice Mill in V. P. Seraulim.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering the report made under sub-section (2) of Section 5A of the said Act, that the said land specified in the schedule hereto

is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Additional Dy. Collector (2-North), Collectorate of Goa, Panaji, to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Additional Deputy Collector (2-North), Collectorate of Goa, Panaji till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka	Village	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6
Salcete	Betalbatim	61	1 (part)	Costancio Vaz.	32.00
			2 (part)	Bernadito Silva.	170.00
			5 (part)	Teotónio Alemão.	165.00
			8 (part)	Elena Barracho.	85.00
			9 (part)	Costancio Vaz.	25.00
		65	10 (part)	Maria Alice Ana e Silveira Souza.	20.00
			17 (part)	Jose Barros.	175.00
			6 (part)	Ganesh K. Raikar, Amoti Gopal Lotlikar, Laximan K. Raikar, Satyavati Shabu Raikar, Chandrabai Ganesh Raikar, Sitabai Rama Raikar.	265.00
		62	10 (part)	Fidelis Alemão.	700.00
				Olavo T. Alemão.	
			12 (part)	Jose Barros.	175.00
			13 (part)	Olívio Antonio Gonsalves.	170.00
			3 (part)	Comunidade.	550.00
	Colva	99		1. Mohan Sansguiri.	
				2. Ramakant Sansguiri.	
				3. Suresh Sansguiri.	
				4. Laximan Sansguiri.	
				5. Arun Sansguiri.	
			6 (part)	Comunidade.	375.00
			9 (part)	1. Costancio Vaz.	350.00
				2. Judith Barreto e Rodrigues.	
			10 (part)	Narayan Laximan Sansguiri.	370.00
			13 (part)	— do —	16.00
Salcete	Seraulim	82	5 (part)	Fabrica de Colva (Comunidade).	160.00
			9 (part)	Comunidade.	6.00
		81	8 (part)	Comunidade.	502.00
			1 (part)	Jose Filipe D'Silva.	575.00
		80	2 (part)	Silvia Elisa de Piedade Silva.	505.00
			1 (part)	Jose Cubertina Cardoz.	450.00
		80	4 (part)	Camilo Santano Francisco Fernandes.	3.00
			6 (part)	Allen Silva.	1150.00
		78	5 (part)	Conceicao Noronha.	250.00
			16 (part)	Francisco Jose Jacinto Colaco.	230.00
	Seraulim	53	11 (part)	Spirit St. Church Margao.	840.00
			1 (part)	1. Aleixo Menino Jesus Fernandes.	1470.00
		54	2. Manuel Dourado.		
			3 (part)	Our Lady of Umparo Persuratem.	15.00
		52	6 (part)	Finicio Remadio D'Melo.	400.00
			8 (part)	Rosada Fernandes.	15.00
		49	9 (part)	Dinkar Poi Palondikar.	75.00
			5 (part)	Diogo Pascoal Pinto.	330.00
		54	6 (part)	Maria Rosada Fernandes.	
				Francisco Jose Jacinto Colaco.	8.00
	Seraulim	54	17 (part)	Comunidade of Seraulim.	520.00
			31 (part)	— do —	150.00
		52	32 (part)	Veronica Noronha.	85.00
			5 (part)	Antonio M. Fernandes & Remedio S. Fernandes.	1360.00
		49	9 (part)	Menino Dias.	85.00
			2 (part)	Fabricade Igreja de Benaulim.	150.00
		53		Candolina Lina Fernandes, Vasco.	
				Antonio de Lina Fernandes.	
		54		Mario Gustav Antonio Fernandes.	
				Napoliao Antonio de Lina Fernandes.	
		55		Maria Augusta Shakuntala de Lima Fernandes.	
				Antonio Guilherme de Lima Fernandes.	
		56		Maria Ivona de Lima Fernandes & Inacio Antonio de Lima Fernandes, Jose Filipe Alvares.	

1	2	3	4	5	6
Salcete	Seraulim	48	1 (part)	Jose Filipe Alvares. Fabrica de Igreja de Benaulim.	140.00
			2 (part)	Candolina de Lima de Fernandes. Vasco Antonio de Lima Fernandes. Napoleao Antonio de Lima Fernandes. Sales Antonio de Lima Fernandes. Mario Gustav Antonio de Lima Fernandes. Maria Augusta Shakuntala de Lima Fernandes. Olave Antonio Guillermo de Lima Fernandes. Maria Ivona de Lima Fernandes and Inacio Antonio de Lima Fernandes.	400.00
		100	1 (part)	Church property of Benaulim.	8.00
			2 (part)	Tukaram Gopal Vernekar.	155.00
			3 (part)	Remedios Pereira.	135.00
		101	1 (part)	Luiz Leopoldo Flores.	510.00
			2 (part)	Church property of Benaulim.	30.00
			3 (part)	Luiz Colaco.	2.00
			4 (part)	Caetano Rosario Rodrigues.	380.00
			5 (part)	Church property of Benaulim.	160.00
			7 (part)	Maria Ana Clara Cecilia Carolina de Santana Go- dinho Alvares.	5.00
			8 (part)	Maria Piedade de Silva Ferao.	375.00
			12 (part)	Church property of Benaulim.	510.00
Total					15787.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 30th March, 1985.

Notification

No. 22/93/84-RD

Whereas by Government Notification No. 22/93/84-RD dated 16-5-1984 published on page 146-147 of Series II, No. 8, Official Gazette dated 24-5-1984 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the land specified in the schedule appended to the said notification (hereinafter referred to as the "said land") was needed for public purpose viz. for development of Sport Complex at Quepem.

And whereas in the opinion of the appropriate Government (hereinafter referred to as the "Government") the said land is not required for the aforesaid purpose.

Now, therefore, the Government is pleased to declare under Sub-section (1) of Section 48 of the said Act that it has withdrawn from acquisition of the said land for the aforesaid public purpose and that the aforesaid Government notification shall be deemed to be cancelled so far as it relates to the said land. The persons interested in the said land, may lodge to the Special Land Acquisition Officer, S. I. P. Sanguem within a period of thirty days from the date of this notification claims under Sub-section (2) of Section 48 of the said Act, for the damages suffered by them in consequence of the notice or of any proceedings thereunder and for costs reasonably incurred by them in persecution of the proceedings under the said Act relating to the said land.

A plan of the land, shall be available for inspection in the office of the Special Land Acquisition Officer, S. I. P. Sanguem for a period of thirty days from the date of this Notification.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

P. S. Nadkarni Under Secretary (Revenue)

Panaji, 23rd February, 1985.

Corrigendum

No. 22/11/83-RD

Read: - Notification No. 22/11/83-RD dated 23-2-1985 published in the Official Gazette No. 50, Series II dated 14-3-1985.

The date of the above Notification may be read as "2nd March, 1985" instead of "23rd February, 1985".

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 1st April, 1985.

Industries and Labour Department

Order

No. 3/9/84-ILD

Read: Order No. 3/9/84-ILD dated 22-10-1984.

Sanction of the Government is hereby conveyed to continue the ad-hoc appointment of Shri S. J. Bhandari, to the post of Assistant Director (Technical, Coir, Fibre) in the pay scale of Rs. 650-30-740-35-810-EB-35-380-40-1000-EB-40-1200 created vide Order No. 5/86/80-ILD-Vol. I, dated 21-10-83 in the Directorate of Industries and Mines, Panaji for a further period of six months from 22-4-85 or till such time the approval of the recruitment rules is received from Union Public Service Commission, whichever is earlier.

By order and in the name of the Administrator of Goa, Daman and Diu.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 4th April, 1985.

Order

No. 28/4/85-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 2nd March, 1985.

**IN THE INDUSTRIAL TRIBUNAL GOA, DAMAN & DIU,
PANAJI - GOA**

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

Reference No.: IT/19/74

1. Workmen

— Party I

V/s.

1. M/s. Madgaum Sadashivgad Bus Service

— Party II

Party II represented by Adv. Ashok C. Bandodkar.

Panaji. Dated: 22-2-1985

AWARD

The Government of Goa, Daman and Diu, by its Order No. LC/1/ID/IT(78)/73/148 dated 31st January, 1974, has referred for the adjudication of this Tribunal of an industrial dispute between the above parties. The schedule annexed to the Order of reference reads as follows:

"1. Whether the action of the Management of M/s. Madgaum Sadashivgad Bus Service, Navelim-Margao (Goa) in terminating the services of S/Shri Sudhakar Rege (Driver) and Ramesh Talaulikar (Jr. Accounts Clerk) and others is legal and justified?

If not, to what relief the workers are entitled to?

2. Whether the action of the management of M/s. Madgaum Sadashivgad Bus Service, Navelim-Margao (Goa), in denying the following demands of the workers is justified?

- (i) Issuance of appointment letters to all the workers.
- (ii) Confirmation letters to those workers who have completed 60 days of services.
- (iii) Implementation of the recommendations of Wage Board on Road Transport Industry.
- (iv) Supply of Umbrellas or Raincoats to the Motor Transport Workers.
- (v) Leave to every Motor Transport Workers at the following rates:
 - (a) Earned Leave 21 days per year
 - (b) Sick Leave 10 days per year
 - (c) Casual Leave 10 days per year
- (vi) Payment of Rs. 500/- (Rupees Five Hundred Only) to every worker for the period ending 31st December 1972 towards medical expenses.

If not, to what relief the workmen are entitled to?"

2. In its statement of claim, the Union representing the workmen has stated, in short, as follows:—

After failing to discuss informally some of the grievances of the workmen with the Management, the Union submitted a formal Charter of Demands vide its letter No. NUGE/MSBS/CD/660/73 dated 28-6-1973. The Management, instead of inviting the Union for a dialogue, started victimizing the workmen soon after the receipt of the said Charter of Demands. The workers Sudhakar V. Rege (Driver) and Ramesh V. S. Talaulikar (Accounts Clerk) were served with notice of retrenchment. The retrenchment was uncalled for and was also done without following the procedure laid down under the law. These 2 cases of retrenchment were brought to the notice of the Labour Commissioner, as Rege was one of the Seniormost Drivers of the employer. As all the efforts of the Union were in vain, strike was started on 5-7-1983 on 2 points, namely reinstatement of Rege and Talaulikar and Charter of Demands. Some correspondence was exchanged between the Union and the Management and finally the Management adopted the policy of mass victimization and served show cause notices on 9 other workmen out of which 5 were drivers, one cleaner and 2 conductors and one mechanic. After a show of inquiry in which the workmen did not participate for the reasons mentioned in their letters to the Management, all the 9 workmen were informed by notice published in the Navhind Times dated 28-7-1973 that they stand dismissed from services w.e.f. 26-7-1973. All the 11 workers (2 retrenched and 9 dismissed) and also 15 others who had participated in the strike and were not taken back to work made a representation to the Management. It is prayed for the reinstatement of the retrenched, dismissed or refused workmen with full back wages and continuity of

services. As regards the justification of the Charter of Demands, it is stated that the demands are only for the implementation of the wage board recommendations for the Road Transport Industry which other such employers have already implemented with retrospective effect from 1-4-1969 as envisaged under the Wage Board recommendation. Hence, it is prayed that the demands being fully justified may be granted with retrospective effect.

3. The employer, in its written statement, has stated in short, that the Management had appointed Rege who had approached for the job of Driver to the duty of maintenance of vehicles. He was also temporarily driving bus GDT 226 and was instructed to drive another bus No. GDT 2080 in view of the break down of the former bus. As he refused he was served with a memo on 26-3-1973 which he accepted and after reading the same tore it to pieces. Due to such misbehaviour of Mr. Rege, he was retrenched under Section 25F of the I.D.A., 1947, in short the Act. The Management was not aware that Mr. Rege was a member of the Union and as such the question of victimization does not arise. His previous record was also bad. It is denied that Rege was seniormost driver and that he was victimized for his previous activities. Regarding Shri Talaulikar, who was working as Accounts Clerk, he had to be retrenched as he was very irregular in attending his duties and was busy during office hours in carrying out one of his private business of insurance. Repeated instructions did not yield any results and so the Management was left with no alternative even though Mr. Talaulikar was not a member of the Union at the relevant time. The Union seems to have taken advantage of these 2 retrenchments to muster enrolments of more employees of the employer and by an antedated letter submitted a Charter of Demands. This letter which was received on 3-7-1973 was followed by a strike on 5-7-1973. Then the Management tries to justify that the demands made by the Union had no basis. The strike was illegal as it contravened Section 22 of the Act. The striking staff was engaged in:

- i) Stealing one of the buses of the employers;
- ii) damaging 4 buses of the employers after bringing them back from their night out destinations;
- iii) misappropriation of cash receipt on 4-7-1973; and
- iv) in removing from the employers premises certain books of record and files, which are under trial in 2 separate criminal cases in the Margao Court.

The dismissal of the other employees was preceded by a domestic inquiry in which the workmen were given ample opportunity to challenge the employers evidence. The rest of the employees who were casual labourers did not report for duty and, therefore, the issue of their dismissal did not arise for consideration. The nature of transport business requires some casual labourers who are paid as and when employed.

4. After affidavits were filed by both the parties in support of their contentions, date was fixed for hearing which was adjourned on several occasions due to some reason or the other. My Ld. Predecessor, Dr. Coelho, based on a letter of the Union dated 14-3-1980 signed by the Vice President, in which it was mentioned that the workmen were no longer with the Union and prayed that the reference be withdrawn and the Union be allowed to pursue if the workmen returned to the Union and also on a letter of Advocate Bernard De Souza dated 20-8-1979, mentioning therein that he had imposed certain terms of settlement and that the Union had agreed to settle the matter and so he had returned all the files and documents to the employer, passed an award on 19-3-1980, granting the withdrawal prayed for by the Union in its precise terms as it would appear that there was no subsisting dispute between the parties. This award was challenged by the workmen before the High Court by Writ Petition bearing No. 185/B/1980 and by Judgement dated 19-9-1983 it was set aside and directed that the reference be restored to file, proceeded with and disposed after following the directions given in the Judgment.

5. The said directions given by the Hon'ble High Court were duly complied with and the case was posted for fresh hearing. However, on the date so fixed only the employer with his advocate remained present. None of the workmen and also no representative of the Union remained present. The case proceeded ex-parte and the employer led the evidence of Shri Mahadev Jaiwant Naik, one of the partners of the employer's firm. This witness stated in open court the main facts mentioned in the written statement of the employer which led to the retrenchment and dismissal of the workmen and also proved the main documents produced alongwith the written statement, which were now marked as Exhibits and taken on record.

6. Since the workmen did not cross examine the employer's witness, the facts stated by this witness, which otherwise are, some of them supported by documents which have been exhibited are to be assumed as correct and, therefore, I answer to this reference by passing the following order:

ORDER

The dismissal of the workmen, Sudhakar Rege and Ramesh Talaulikar, is legal and justified. Also the Management was justified in denying the demands made by the workmen in their Charter of Demands for the reasons mentioned in the written statement of the employer Exh E-2. No order as to costs.

Dr. Renato de Noronha
Presiding Officer
Industrial Tribunal

Order

No. 28/4/85-ILD

The following Award given by the Industrial Tribunal Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 16th February, 1985.

IN THE INDUSTRIAL TRIBUNAL GOA, DAMAN AND DIU, PANAJI-GOA

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

Reference No.: IT/52/82

1. Workmen Party I
V/s.

1. Ms. Govind Poi Oxygen Ltd. Party II

Party I represented by Adv. Mario Pinto Almeida & Adv. A. Afonso.

Party II represented by Shri B. G. Kamat, Labour Advisor.

Panaji. Dated: 6-2-1985.

AWARD

The Government of Goa, Daman and Diu, by its Order No. 28/19/82-ILD dated 29th September, 1982, has referred for the adjudication by this Tribunal of an industrial dispute between the above parties. The schedule annexed to the Order of Reference reads as follows:

"Whether the demands of the workmen of M/s. Govind Poi Oxygen Limited, Margao, Salcete-Goa, as listed in the annexure attached hereto represented through the Oxygen Aerated Workers Union, Ariem, Raia, Margao, Salcete-Goa to be effective from 1-9-1982 are justified.

ANNEXURE

Demand No. 1: The following scales and grades be adopted:

Revision of Scales:

Unskilled

I — 150-12-210-14-230-16-360 Garden Sweeper.

Semi-skilled

II — 250-14-320-16-400-18-490 Helper.

III — 295-16-375-18-465-20-565 Compressor Attendant
Cylinder-Examiner.

Skilled

IV — 325-18-415-20-515-22-625 Jr. Operator (B) Grade.

V — 375-20-475-22-585-24-705 Jr. Operator (A) Grade
Mechanic.

Demand No. 2: Fixed Dearness Allowance:

50 p.c. on the Basic Pay.

Demand No. 3: Variable Dearness Allowance:

A variable Dearness Allowance (V.D.A.) shall be paid at the rate of Rs. 1.30 per point rise taking the base year and month of January 1975 at 293 points at (1960-100) Index Figures.

Demand No. 4: House Rent Allowance:

Each Worker shall receive a House Rent Allowance (HRA) of 15 p.c. on the basic salary.

Demand No. 5: Medical Allowance:

Each Workman shall be paid a 'Medical Allowance' of Rs. 26/- per month.

Demand No. 6: Shift Allowance:

Shift Allowance of Rs. 2/- for the second and third shifts.

Demand No. 7: Loan Facility:

Loan facility upto Rs. 5,000/- per worker to be paid back in 40 instalments.

Demand No. 8: Leave:

The Union demands that the workers should be eligible for 13 days of paid festival holidays, Privilege leave of 30 days; 10 days of sick leave and a casual leave of 10 days.

Demand No. 9: Uniform:

Each worker shall be given 3 sets of uniform per year.

Demand No. 10: Uniform to be laundered/washing allowance:

All the uniforms worn by the workers shall be laundered by the Company twice a week, failing which each worker shall be paid a monthly washing allowance of Rs. 20/- per month.

Demand No. 11: Rest Rooms:

The workers in the concern should be provided with well furnished rest rooms.

Demand No. 12: Supplementary Demands:

That the workers reserve the right to submit supplementary demands during the course of discussions of the above "Charter of Demands".

If so, to what relief the workmen are entitled under separate heads of Demands."

2. The Union representing the workmen filed its statement of claim, justifying their various demands made in the Charter which are referred to in the above order of reference.

3. The employer, in its written statement, raised a preliminary objection in respect of the maintainability of the reference and also the locus standi of the Union to sponsor this dispute.

On the merits, the employer refuted the various allegations made by the Union in its statement of claim stating that the employer had already rationalized the wage scales etc. after categorization of workers and classification of the work performed by them, there being no need for further categorization as suggested by the Union.

4. After rejoinder was filed by the Union maintaining the stand taken in its statement of claim, following issues were framed:

"Whether the Union proves that it has been duly authorised by the workmen to sponsor their case?"

5. After evidence was partly recorded on the preliminary issue, both the parties settled the dispute amicably and prayed that a consent award be passed in the terms of settlement which were filed.

6. I have carefully considered the said terms of settlement and arrived at the conclusion that they are fair and do justice to both the parties. Hence, I accept them and pass the following order:

ORDER

Consent Award in terms of the above settlement which shall form part of this award is hereby made and the reference is disposed off with no order as to costs.

Dr. Renato de Noronha
Presiding Officer
Industrial Tribunal

**BEFORE THE HONOURABLE INDUSTRIAL TRIBUNAL,
GOA, DAMAN AND DIU AT PANAJI**

Reference No. IT/52/82

BETWEEN

The workmen of Govind Poy Oxygen Ltd., represented by Oxygen and Aerated Waters Workers' Union, Margao-Goa.

— 1st Party

AND

The Management of Govind Poy Oxygen Ltd.

— IInd Party

MAY IT PLEASE YOUR HONOUR:

That the parties to the above reference have arrived at the following settlement and pray that this Honourable Tribunal be pleased to make an award in terms thereof:—

TERMS OF SETTLEMENT

1. That the classification/categorisation vis-a-vis pay-scales (time scales) and fitment into pay-scales of the existing Workmen of IInd Party will be as set out in Annexure 'I' appended hereto. The annual increment permissible in the respective pay-scale will fall due on 1st July, 1985 and thereafter on 1st July of every calendar year. The duties and responsibilities as well as work-requirements/Allocation of different categories of employees will be as set out in Annexure 'II'.

2. That the Workmen will be paid Variable Dearness Allowance for variations in All India Consumers' Price Index of the 1960 series at the rate of Re. 1.00 per point above the Index Number 276. The rate of Variable Dearness Allowance will be revised every three months on the 1st April, 1st July, 1st October and 1st January on the basis of the average of the Index Numbers (1960=100) for the preceding three months i. e. October to December, January to March, April to June and July to September respectively. In computing the quarterly average Index Numbers, fractions of 0.5 and above should be rounded to the next higher integer and fractions below 0.5 should be ignored.

3. That the Workmen will be entitled to house rent allowance at the rate of 10% (ten percent) of basic wages only drawn by them. For unauthorised absence for more than 7 days in a calendar month, this allowance will be proportionately reduced.

4. That the rate of contribution under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 payable by the parties shall be increased from 6¼% to 8% effective from December, 1984.

5. That the Workmen will be paid shift allowance for the shift actually worked from December, 1984 on the following scale:—

Ist Shift i.e. 6.00 a.m. to 2.00 p.m. : Nil
IInd Shift i.e. 2.00 p.m. to 10.00 p.m. : Rs. 0.75
IIInd Shift i.e. 10.00 p.m. to 6.00 a.m. : Rs. 1.00
General Shift i.e. 8.30 a.m. to 5.30 p.m. : NIL

6. That the Workmen will be entitled to nine National and Festival holidays. The dates of these holidays will be decided at the end of the preceding year in accordance with the procedure laid down under standing orders.

7. That the Workmen will be provided with two sets of uniform each at the beginning of the financial year of the IInd Party i.e. in July of every calendar year and will be paid washing allowance at the rate of Rs. 15.00 per month effective from December, 1984.

8. That Miss Deligreen Dias—Gardener and Mrs. Adelino Pinto-Sweeper will be paid all-inclusive consolidated salary at the rate of Rs. 450.00 p.m. and Rs. 300.00 p.m. respectively effective from 1st July, 1984. No allowance/benefit of any other type will be admissible to them.

9. That the arrears of benefits accruing to the workmen under Clauses 1, 2 and 3 hereinabove upto will be paid by the IInd Party within one month from date of settlement.

10. Both the parties agree that no wages will be paid for the period of strike that is to say from 25th March, 1982 to 22nd June, 1983. The Union and the workmen agree that they will not raise any demand or claim with regard to wages or relief for the period of strike.

11. It is agreed by and between the parties that this settlement effectuates the purpose of Charter of Demands dated 30th Decemebr, 1981 of the 1st party and that all outstanding disputes/demands relating to revision of pay-scales that go to make wages as well as other demands are hereby finally settled. Any anomalies arising out of the implementation of settlement are to be settled through mutual discussion.

12. That this settlement shall be in force till 31st December, 1986.

13. That the 1st Party voluntarily and unqualifiedly waives all other demands mentioned in the Charter of Demands dated 30th December, 1981 and now pending before the Hon'ble Industrial Tribunal, Panaji, in Reference No. IT/52/82.

14. It is agreed by and between the parties that they will apply to Government of Goa, Daman and Diu under section 34 of the Payment of Bonus Act, 1965 for approval to enter into agreement for payment of bonus under the following formula for the Accounting years ending with 30th June, 1985 and 30th June, 1986.

Production of 6,96,000 M³ consisting of 6,00,000 M³ products in Oxygen Plant and 96,000 M³ production in Acetylene Plant, the rate of payment of bonus will be minimum of 8.33% of annual earnings of each employee, with variation of 1.67% or pro-rata increase for over and above 6,96,000 M³ upto production of 8,40,000 M³ (i.e. 7,20,000 M³ production in Oxygen Plant and 1,20,000 M³ production in Acetylene Plant) with further variation of 5% or pro-rata increase for over and above 8,40,000 M³ upto production of 9,84,000 M³ (i.e. 8,40,000 M³ production in Oxygen Plant and 1,44,000 M³ production in Acetylene Plant) with further variation of 5% or pro-rata increase for over and above 9,84,000 M³ upto production of 11,40,000 M³ (i.e. 9,60,000 M³ production in Oxygen Plant and 1,80,000 M³ production in Acetylene Plant).

15. That during the period this settlement is in operation, the 1st Party or the workmen will not make any fresh demands involving financial burden or raise any disputes on the subjects covered by or waived under this settlement.

16. The workmen and IInd Party solemnly pledge that during the operation of this settlement, there shall be complete industrial peace at factory and all efforts will be concentrated on the task of improving production for mutual benefit. If any dispute/difference between the parties hereto arises, the same will be settled through bipartite negotiations. In Witness whereof, both the parties have affixed their signatures on this 21st day of December, 1984.

FOR GOVIND POY OXYGEN LTD.,

K. Lakshminarayan
Manager
(IInd Party)

in presence of:

M. Ganesh Pai

Advocate for IInd Party

FOR OXYGEN AND AERATED WATERS WORKERS' UNION

1. *Christopher Fonseca*
President
(Ist Party)

2. *Gurudas B. Gaude*
General Secretary
(Ist Party)

in presence of:

Ayub Khan

Advocate for Ist Party

3. *Betul Rosario*
Vice-President

4. *Rohidas Naik*
Treasurer

ANNEXURE I

Sr. No.	Name of the Workman with designation	Pay-scale	Basic pay w.e.f.		
			1-1-82	1-7-83	1-7-84
1	2	3	4	5	6
1.	Shri Gurudas Gaude Jr. Operator "A"	325-20-425-25-550-30-700	365	385	405
2.	Shri Umesh Dessai Jr. Operator "A"	— do —	365	385	405
3.	Shri Deelip Chari Jr. Operator "B"	275-15-320-18-410-20-550	356	374	392
4.	Shri Rohidas Naik Jr. Operator "B"	— do —	338	356	374
5.	Shri Ayubkhan Ahmadkhan Compressor Attendant	— do —	275	290	320
6.	Shri Caetan Gomes Cylinder test Mistry	— do —	290	305	338
7.	Shri Mangesh Khandparkar Helper	250-12-310-15-400-20-500	286	298	310
8.	Shri Ghanshyam Dessai Helper	— do —	262	274	286
9.	Shri Chandrakant Halgekar Helper	— do —	250	262	274
10.	Shri Dilip Patil Helper	— do —	250	262	274

ANNEXURE - II

WORK ALLOCATION

General

- 1) All posts are generally interchangeable i. e. Oxygen Plant to Acetylene Plant and vice versa whenever required i. e. whenever less or more demand in either Plant.
- 2) In the case of Plant operator in Acetylene Plant certain jobs such as preparation and repair of cylinders for filling, fixing & taking out cylinders from charge, draining of compressor etc. shall also be carried out by the plant operator.

WORK ALLOCATION

Junior Operator A or B

- 1) Shall be directly under the shift-in-charge and shall take instructions and report to him.
- 2) He shall be responsible for starting, running & maintenance of plant & machinery, pumps etc. He shall maintain all machines and keep them in a neat and running condition to the rated capacity and observe all safety standards.
- 3) He shall fill up the plant log sheet fully and correctly in all respects.
- 4) He shall conduct all chemical tests for purity of gases, caustic usability, acetylene in liquid oxygen, rack & cylinder purity etc. and record the same in the log sheet.
- 5) He shall submit cylinder filling records and report in the event of any abnormal conditions of machines directly to the shift-in-charge. Non-compliance of duties etc. on the part of any worker should be immediately reported to the shift-in-charge of duty.
- 6) To take corrective steps in case of trouble shooting.
- 7) Liquid transfer to transport tank/containers etc.
- 8) To maintain gas supply to holders at the time of cylinder filling. He shall co-ordinate in case of cylinder filling.
- 9) Running of liquid oxygen pump.
- 10) To attend to all maintenance jobs including routine, breakdown, preventive etc.
- 11) To work as plant attendant/compressor attendant/cylinder test mistry in case of necessity.
- 12) To prepare caustic solution & charging.
- 13) He shall be incharge of the entire operation of the plant either oxygen or acetylene as the case may be from the starting up of the plant till the cylinders are filled, kept in proper places and tagged.
- 14) Not with standing the above allocation of work, it is made clear that the workmen will do such other work as may be assigned to them from time to time by their superiors.

WORK ALLOCATION

Plant Attendant/Compressor Attendant/Cylinder Test Mistry

- 1) Running of all compressors, pumps and its accessories smoothly and efficiently.
- 2) Lubricating of all required moving parts.

- 3) Cleaning of all machineries.

- 4) Logging of log sheets.

- 5) Periodic draining of all drains as advised by the superiors/plant operators.

- 6) Charging of caustic flakes & mixing.

- 7) Maintenance of plant & machinery in case of breakdown, routine & preventive maintenance.

- 8) To work as plant operator if necessary.

- 9) In the case of acetylene plant to prepare cylinders for filling, fixing and taking out cylinders before & after filling, weighing etc. Also to assist in charging carbide.

- 10) To work as helper if necessary.

- 11) Maintenance of all Company's & Party's cylinders including hydraulic testing, annual internal inspection, stamping, recording, repair etc.

- 12) It is made clear that the workmen will do such other work as may be assigned to them from time to time.

WORK ALLOCATION

Helper

- 1) He shall be responsible for movement of cylinders received by removing caps, inspecting cylinders for any damage, filling, labelling, numbering, checking for leakage and keeping at appropriate place provided for the purpose.
- 2) If any cylinders are found defective; he should keep them separately, noting down the nature of defects detected and then report the matter to the superiors.
- 3) To work as instructed by the shift-in-charge during maintenance of plant & machinery including cylinder painting, cleaning of plant room, machinery etc.
- 4) He shall also work in any plant either oxygen or acetylene as exigency of work may demand.
- 5) In acetylene plant, the work will be charging of carbide, operation of generator with all safety aspects, maintaining the gas holder, handling cylinders etc.
- 6) Notwithstanding the above allocation of work it is made clear that the workmen will do such other work as may be assigned to them from time to time by their superiors.

WORK ALLOCATION

Sweeper

- 1) She shall be responsible for sweeping and cleaning office, factory and factory premises including cutting of weeds etc. as and when necessary.
- 2) It shall be her duty to fetch water every morning and fill the water containers kept in both oxygen and acetylene plants, watch and ward cabin, and office.
- 3) Cleaning of bathrooms and toilets everyday.
- 4) To work as Gardener/attendant, if required.
- 5) Notwithstanding the above allocation of work it is made clear that the sweeper will do such other work as may be assigned to her from time to time.

WORK ALLOCATION**Gardener/Attendant**

- 1) To maintain and water all the plants inside the factory premises.
- 2) To work as office attendant for supplying tea and water.
- 3) To work as sweeper if required.
- 4) Notwithstanding the above allocation of work, it is made clear that he/she will do such other work as may be assigned to him/her from time to time.

Law Department**Establishment Branch****District and Sessions Court****Order**

No. DSC/PF/RKB/1/85/1993

Shri R. K. Batta, Addl. Sessions Judge and Civil Judge, Sr. Division, Mapusa, is hereby granted leave for 24 days w.e.f. 10-4-85 to 3-5-85 with permission to suffix 4-5-85 and 5-5-85 being Public Holiday and Sunday respectively. The nature of leave will be specified later.

Certified that but for proceeding on leave he would have officiated as Addl. Sessions Judge and Civil Judge, Sr. Division.

On expiry of leave granted, he is likely to be reposted in the same post and at the same station from where he is proceeding on leave.

During his absence on leave Shri V. P. Shetye, Civil Judge, Sr. Division and Chief Judicial Magistrate, Panaji, is kept

in charge of the post of Civil Judge, Sr. Division, Mapusa until further orders. Urgent Sessions Cases/matters pending on the file of Shri R. K. Batta, shall be placed before the Sessions Judge, Panaji.

During Shri Batta's absence, Shri A. D. Salkar is hereby appointed as Head of Office and Drawing and Disbursing Officer under the Delegation of Financial Power Rules, 1978 for Mapusa Courts, until former resumes duty at his Head Quarters.

Alvaro de Noronha Ferreira, District & Sessions Judge.

Panaji, 8th April, 1985.

**Notification by the High Court of Judicature,
Appellate Side, Bombay**

No. A. 1202(G)/85

I

The Honourables, the Chief Justice and Judges, grant Dr. Alvaro de Noronha Ferreira, District and Sessions Judge, Panaji-Goa, provisionally earned leave for 15 days from 16 April, 1985 to 30 April, 1985 with permission to suffix holiday on 1 May, 1985, thereto.

On return from leave Dr. Alvaro de Noronha Ferreira is reposted as District and Sessions Judge, Panaji-Goa.

II

Dr. Eurico Santana da Silva, District and Sessions Judge, South Goa, Margao, is kept in charge of the post of the District and Sessions Judge, Panaji-Goa, in addition to his own duties, during the above leave period of Dr. Ferreira.

High Court, Appellate Side,
Bombay, 1 April, 1985.

S. M. David
Registrar.